



PATENT
ATTORNEY DOCKET NO. 50320/005003

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I hereby certify under 37 C.F.R. § 1.8(a) that this correspondence is being deposited with the United States Postal Service as **first class mail** with sufficient postage on the date indicated above and is addressed to Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

Colleen Coyne
Printed name of person mailing correspondence

Colleen Coyne
Signature of person mailing correspondence

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Stephen C. Rowe et al.

Art Unit: 1615

Serial No.: 10/650,115

Examiner: Carlos A. Azpuru

Filed: August 26, 2003

Customer No.: 21559

Title: SLOW RELEASE PROTEIN POLYMERS
Mail Stop Amendment
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

TERMINAL DISCLAIMER UNDER 37 C.F.R. §§ 1.321 and 3.73(b)

Pursuant to 37 C.F.R. § 1.321(b), Azopax Therapeutics LLC, the assignee of the entire right, title, and interest in the above-captioned application, seeks to disclaim the terminal portion of the term of the patent to be granted on the application. This terminal disclaimer is binding on the grantee and its successors or assigns.

Pursuant to 37 C.F.R. § 1.321(b)(1), this terminal disclaimer is signed by an attorney of record.

Pursuant to 37 C.F.R. § 1.321(b)(2), Azopax Therapeutics LLC hereby waives and disclaims the terminal portion of the term of the entire patent to be granted upon the

application subsequent to the expiration date of U.S. Patent No. 6,699,504. Azopax Therapeutics LLC does not disclaim any terminal part of any patent granted on the application prior to the expiration date of the full statutory term of U.S. Patent No. 6,699,504 in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, or is otherwise terminated prior to expiration of its statutory term, except for the separation of legal title as stated above.

Pursuant to 37 C.F.R. § 1.321(b)(3) and § 3.73(b), the undersigned attorney/agent of record certifies that Azopax Therapeutics LLC, a corporation, is the assignee of the entire right, title, and interest in the application by virtue of:

A chain of title from the inventors of the application to the current assignee as follows: from the inventors of the application TO INFIMED THERAPEUTICS, INC.; from INFIMED THERAPEUTICS, INC. TO PELIAS TECHNOLOGIES, INC.; from PELIAS TECHNOLOGIES, INC. TO SHERWOOD PARTNERS, INC.; from SHERWOOD PARTNERS, INC. TO Azopax Therapeutics LLC. Copies of the assignments and change of name are enclosed.

The undersigned attorney/agent of record has reviewed all the documents in the chain of title of the application and to the best of the undersigned's knowledge and belief, title is in Azopax Therapeutics LLC.

Pursuant to 37 C.F.R. § 1.321(b)(4), enclosed is a check for \$65.00 for the fee set forth in 37 C.F.R. § 1.20(d).

Further, pursuant to 37 C.F.R. § 1.321(c)(3), this terminal disclaimer is being filed to overcome a double patenting rejection in the application. Any patent granted on the application or any resulting patent subject to reexamination proceedings shall be enforceable only for and during such period that the patent is commonly owned with the application or patent that formed the basis for the rejection.

If there are any additional charges or any credits, please apply them to Deposit Account Number 03-2095.

Respectfully submitted,

Date: January 24, 2005

Susan M. Michaud
Kristina Bieker-Brady, Ph.D.
Reg. No. 39,109 Susan M. Michaud
Reg. No. 42,885

Clark & Elbing LLP
101 Federal Street
Boston, MA 02110
Telephone: 617-428-0200
Facsimile: 617-428-7045



ASSIGNMENT

For valuable consideration, we,

Full Name of Assignor	City	State (and Country if not USA)
Stephen C. Rowe	Wellesley	Massachusetts
Kalvin Yim	North Andover	Massachusetts
Beadle P. Retnarajan	Beverly	Massachusetts
Jeffery A. Hubbell	Zumikon	SWITZERLAND
Durga Annavajula	Acton	Massachusetts

hereby assign to

Full Name of Assignee	State of Incorporation	Business Address
InfMed Therapeutics, Inc.	Massachusetts	767C Concord Avenue
		Cambridge, MA 02138-1066

and to its successors and assigns (collectively hereinafter called "the Assignee"), the entire right, title, and interest throughout the world in the inventions and improvements which are subject of one or more applications for United States Patent signed by us, identified as:

Title of Application	Filing Date	Serial Number
SLOW RELEASE PROTEIN POLYMERS	January 29, 2001	09/772,174

and we authorize and request the attorneys appointed in said application to hereafter complete this assignment by inserting above the filing date and serial number of said application when known; this assignment includes said application, any and all United States and foreign patents, utility models, and design registrations granted for any of said inventions or improvements, and the right to claim priority based on the filing date of said application under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and we authorize the Assignee to apply in all countries in our names or in its own name for patents, utility models, design registrations, and like rights of exclusion, and for inventors' certificates for said inventions and improvements; and we agree for ourselves and our respective heirs, legal representatives and assigns, without further compensation, to perform such lawful acts and to sign such further applications, assignments, Preliminary Statements, and other lawful documents as the Assignee may reasonably request to effectuate fully this assignment.

IN WITNESS WHEREOF, I hereto set my hand and seal at Cambridge, MA,
this 16th day of May, 2001

Stephen C. Rowe L.S.

STATE OF Massachusetts
COUNTY OF Middlesex :ss.

Before me this 16th day of May, 2001, personally appeared **Stephen C. Rowe** known to me to be the person whose name is subscribed to the foregoing Assignment, and acknowledged that he/she executed the same as his/her free act and deed for the purposes therein contained.

Lisa M. White
Notary Public

LISA M. WHITE, Notary Public
My Commission Expires June 28, 2002

My Commission Expires:

[Notary's Seal Here]

IN WITNESS WHEREOF, I hereto set my hand and seal at Cambridge, MA,
this 16th day of May, 2001

Kalvin Yim L.S.

STATE OF Massachusetts
COUNTY OF Middlesex :ss.

Before me this 16th day of May, 2001, personally appeared **Kalvin Yim** known to me to be the person whose name is subscribed to the foregoing Assignment, and acknowledged that he/she executed the same as his/her free act and deed for the purposes therein contained.

Lisa M. White
Notary Public

LISA M. WHITE, Notary Public
My Commission Expires June 28, 2002

My Commission Expires:

[Notary's Seal Here]

IN WITNESS WHEREOF, I hereto set my hand and seal at Cambridge, MA
this 16th day of May, 2001

Beadle P. Retnarajan L.S.
Beadle P. Retnarajan

STATE OF Massachusetts
COUNTY OF Middlesex :ss.

Before me this 16th day of May, 2001, personally appeared **Beadle P. Retnarajan** known to me to be the person whose name is subscribed to the foregoing Assignment, and acknowledged that he/she executed the same as his/her free act and deed for the purposes therein contained.

Lisa M. White
Notary Public

LISA M. WHITE, Notary Public
My Commission Expires June 28, 2002
My Commission Expires:

[Notary's Seal Here]

IN WITNESS WHEREOF, I hereto set my hand and seal at Cambridge, MA
this 21st day of June, 2001

Jeffrey A. Hubbell L.S.
Jeffrey A. Hubbell

State of Massachusetts
County of Middlesex :ss

Before me this 21st day of June, 2001 personally appeared **Jeffrey A. Hubbell** known to me to be the person whose name is subscribed to the foregoing Assignment, and acknowledged that he/she executed the same as his/her free act and deed for the purposes therein contained.

Lisa M. White
Notary Public

My Commission Expires:
LISA M. WHITE, Notary Public
My Commission Expires June 28, 2002

[Notary's Seal Here]

IN WITNESS WHEREOF, I hereto set my hand and seal at Cambridge, MA,
this 16th day of May, 2001

Asw

Durga Annavajula L.S.

STATE OF Massachusetts
COUNTY OF Middlesex :ss.

Before me this 16th day of May, 2001, personally appeared **Durga Annavajula** known to me to be the person whose name is subscribed to the foregoing Assignment, and acknowledged that he/she executed the same as his/her free act and deed for the purposes therein contained.

Lisa M. White
Notary Public

My Commission Expires: LISA M. WHITE, Notary Public
My Commission Expires June 28, 2002

[Notary's Seal Here]

ASSIGNMENT

THIS ASSIGNMENT, is made this 4th day of December, 2002, by and between Pelias Technologies, Inc. (f/k/a Infimed Therapeutics, Inc.), a Delaware corporation, with a principal place of business at 767 C Concord Avenue, Cambridge, Massachusetts 02138 (the "Assignor") and Sherwood Partners, Inc., a California corporation, with a principal place of business at 1849 Sawtelle Boulevard, Suite 543, Los Angeles, California 90025 (the "Assignee").

WITNESSETH: That Assignor, for and in consideration of the covenants and agreements to be performed by Assignee, as hereinafter contained, and for good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, convey and transfer to Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of Assignor of every kind and nature and wheresoever situated, both real and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, equipment, furniture, fixtures, accounts, books, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names and all associated goodwill, source codes, software, and related documentation, insurance policies, and choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by Assignor. Assignor agrees to execute such additional documents as shall be necessary to accomplish the purposes of this Assignment.

This Assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Assignor by the U.S. Treasury Department or any other taxing agency, and Assignor agrees to sign and execute power of attorney or such other documents as required to enable Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service, U.S. Treasury Department or any other taxing agency.

Assignee is to receive said property, conduct said business, should it deem it proper, and is hereby authorized at any time after the signing hereof by Assignor to sell and dispose of said property upon such time and terms as it may see fit, and is to pay to creditors of Assignor pro rata, the net proceeds arising from the conducting of said business and sale and disposal of said property, after deducting all moneys which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee to Assignee and its attorney and to the attorney, if any, for Assignor. In the event that all administrative expenses and all creditor claims are paid in full, Assignee shall distribute any remaining funds to equity holders in Assignor in accordance with the liquidation priority rights of the equity holders.

Assignee is also authorized and empowered to appoint and compensate such agents, field representatives and/or attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of Assignee or its nominees or agents and to

deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this Assignment as Assignee may consider necessary or advisable.

Assignor acknowledges that certain of the assets being assigned under this General Assignment may be subject to restrictions on the use or transfer of such assets, the unauthorized use or transfer of which may result in further damages or claims. Such assets include, without limitation, all intellectual property rights of the Assignor (for example, trade names, service names, registered and unregistered trademarks and service marks and logos; Internet domain names; patents, patent rights and applications therefor, copyrights and registrations and applications therefor; software and source code (and all software licenses with respect thereto); customer lists and customer information; know-how, trade secrets, inventions, discoveries, concepts, ideas, methods, processes, designs, formulae, technical data, drawings, specifications, data bases and other proprietary assets (collectively, "Intellectual Property")). Assignor represents and warrants that its officers, directors, shareholders, employees, agents, customers and other third parties have been advised not to use, remove or cause a transfer of any of the assets of Assignor, including without limitation the Intellectual Property, either prior or subsequent to this General Assignment, except as expressly authorized in writing in advance, which written authorization is not inconsistent with or otherwise may constitute a breach of any other written agreement. Except as authorized in writing, which has been disclosed in writing to Assignee, Assignor further represents and warrants that no asset (including, without limitation, the Intellectual Property) has been transferred, used, or removed, in whole or in part, in a manner that interferes with the rights and interests of a third party(ies) in such asset or otherwise may constitute a breach of any contract with such third party(ies).

(continued on next page)

Assignor authorizes the forwarding of its mail by the U.S. Postal Department as directed by Assignee.

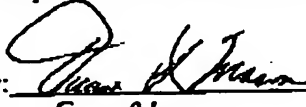
IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

Assignor's Tax I.D. Numbers:

Federal # 04-3406498
State # 04-3406498

Assignor:

Pelias Technologies, Inc. (f/k/a Infimed Therapeutics, Inc.), a Delaware corporation

By: 
Its: John H. Mason

Assignee:

Sherwood Partners, Inc., a California corporation

By: _____
Its: _____

ASSIGNMENT

For valuable consideration, SHERWOOD PARTNERS, INC., acting solely as assignee for the Benefit of Creditors of Pelias Technologies, Inc. (hereafter "SHERWOOD"),

Full Name of Assignor	State of Incorporation	Business Address
SHERWOOD PARTNERS, INC., acting solely as assignee for the Benefit of Creditors of Pelias Technologies, Inc.	California	1849 Sawtelle Blvd. Suite 543 Los Angeles, CA 90025

hereby assigns to Azopak Therapeutics LLC,

Full Name of Assignee	State of Incorporation	Business Address
Azopak Therapeutics LLC	Delaware	1 Chatham Circle Wellesley, MA 02481

and to its successors and assigns (collectively hereinafter called "the Assignee"), the entire right, title, and interest throughout the world in the inventions and improvements, together with the right to sue and recover for past, present, and future infringements thereof, which are subject of one or more patents or patent applications, identified as:

Docket No.	Application/ Patent No.	Filing/Issue Date	Status
50079-002002	6,153,211	November 28, 2000	Issued
50079-002AU2	AU 748756	June 13, 2002	Issued
50079-002GE2	GE P2707	July 17, 2002	Issued
50079-002NZ2	NZ 502358	March 3, 2003	Issued
50079-002EP2	EP1019031	17-Jul-1998	Pending
50079-002CA2	CA 2,296,459	17-Jul-1998	Pending
50079-002CZ2	CZ 2000-218	17-Jul-1998	Pending
50079-002JP2	JP 2000-502755	17-Jul-1998	Pending
50079-002IL2	IL 134084	17-Jul-1998	Pending
50079-002MX2	MX 000610	17-Jul-1998	Pending
50079-002003	09/689,575	12-Oct-2000	Allowed
50079-005002	09/772,174	29-Jan-2001	Allowed
50079-005EP2	EP 01946892.5	29-Jan-2001	Pending
50079-005AU2	AU 29782/01	29-Jan-2001	Pending
50079-005BR2	BR PI0107942-5	29-Jan-2001	Pending
50079-005CA2	CA 2,383,076	29-Jan-2001	Pending
50079-005JP2	JP 2001-554391	29-Jan-2001	Pending
50079-005KR2	KR 2002-7009766	29-Jan-2001	Pending
50079-005MX2	MX 2002-007281	29-Jan-2001	Pending

This assignment is made pursuant to a Bill Of Sale, two Secured Promissory Notes and a Security Agreement dated July 28, 2003 that transfers ownership rights defined by the terms and provisions of such documents. The assignment here includes the aforementioned applications and patents, any and all United States and foreign patents, utility models, and design registrations granted for any of said inventions or improvements, and the right to claim priority based on the filing date of said application under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and SHERWOOD authorizes the

Assignee to apply in all countries for patents, utility models, design registrations, and like rights of exclusion, and for inventors' certificates for said inventions and improvements; and SHERWOOD, and its legal representatives agrees, without further compensation, to perform such lawful acts and to sign such further applications, assignments, Preliminary Statements, and other lawful documents as the Assignee may reasonably request to effectuate fully this assignment.

Assignor makes no warranties and representations to Assignee. THE PATENT APPLICATIONS AND/OR PATENTS ARE ASSIGNED ON AN "AS-IS, WHERE-IS" BASIS, AND ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF THE PATENT APPLICATIONS AND/OR PATENTS, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO TITLE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY SUCH REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

IN WITNESS WHEREOF, I hereto set my hand and seal at Los Angeles, CA
this 26 day of August, 2003.

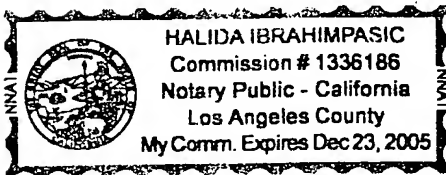
[Signature] L.S.
Michael A. Maidy (for SHERWOOD PARTNERS, INC., a California corporation, acting solely as assignee for the Benefit of Creditors of Pelias Technologies, Inc.)

STATE OF CALIFORNIA :

COUNTY OF Los Angeles :

:SS.

Before me this 26 day of August, 2003, personally appeared Michael A. Maidy known to me to be the person whose name is subscribed to the foregoing Assignment, and acknowledged that she executed the same as his/her free act and deed for the purposes therein contained.



Halida Ibrahim Pasic
Notary Public

My Commission Expires: Dec. 23, 2005

[Notary's Seal Here]